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9
10 **UNITED STATES DISTRICT COURT**
11 **FOR THE EASTERN DISTRICT OF WASHINGTON**

12 **ESTATE OF JOSHUA LEVY,)**
13 **deceased, and SUSAN LEVY, in) Case No.: CV-10-233-EFS**
14 **her personal capacity and as)**
15 **representative of the ESTATE of)**
16 **JOSHUA LEVY, and DAVID) AGREED PROTECTIVE ORDER**
17 **BREIDENBACH,)**
18 **Plaintiffs,)**
19 **vs.)**

20 **CITY OF SPOKANE, SPOKANE)**
21 **COUNTY, CHRIS KEHL,)**
22 **MICHAEL MCCASLAND, SGT.)**
23 **YAMADA, and, JOHN/JANE)**
24 **DOES 1-10, each in their personal)**
25 **and representative capacities.)**

26 **Defendants.)**
27 **)**

1
2 Counsel for all parties agree to the issuance of the following protective order
3 pursuant to Fed. R. Civ. P. 26 relating to matters of discovery in this case. Counsel
4 acknowledge this is not a contract among or between the parties, and that this is a
5 procedural order that does not create any rights or responsibilities beyond those set
6 forth in this order.
7

8 IT IS HEREBY ORDERED that from the date of this Order all parties and
9 attorneys shall abide by the following conditions relating to documents exchanged
10 between the parties in this case:
11

12 A. The term "confidential material" as used herein, shall mean:
13

14 (1) The following records of Mr. Joshua Levy, the plaintiffs, the
15 defendants, and any witness: medical records; mental health records;
16 personnel/employment records; state and federal income tax returns; and any records
17 or document to which an individual asserts a privilege against disclosure recognized
18 by state or federal law.
19

20 B. Confidential material shall hereafter be used solely by the parties for the
21 purpose of conducting this litigation and not for any other purpose without order of
22 the Court or written consent of the parties or their counsel.
23

24 C. For purpose of conducting this litigation, confidential material may be
25 used by and disclosed only to the following persons:

1
2 (1) The attorneys or their employees working on this action on behalf
3 of any party;

4
5 (2) The parties, their representatives and their employees with
6 knowledge of the matters that form the basis of this litigation;

7
8 (3) Any person, including expert witnesses and consultants, who are
9 expressly retained by any attorney or party described in paragraphs (1) and (2) above,
10 to assist in the preparation of this action for trial, whether or not their testimony is to
11 be used at trial;

12
13 (4) Witnesses having knowledge of the writings or documents and
14 matters disclosed therein; and

15
16 (5) The Court.

17 D. Any person who makes disclosure of confidential material under
18 paragraph C of this Order shall advise each person to whom disclosure is made
19 concerning the terms of this Protective Order.

20 E. The persons described in subparagraphs (1) through (5) of Paragraph C
21 above are enjoined from disclosing confidential materials or the substance thereof to
22 any other person except in conformance with this Order and the laws relating to
23 public disclosure.

24 F. (1) Neither this Order nor anything contained herein shall prevent or
25 prejudice the right of any party to apply to the Court for an Order striking the

1
2 designation of confidentiality and removing documents, writings or information from
3 the restrictions contained in this Order. Any party may apply to the Court for an
4 Order modifying this Order or imposing additional restrictions upon the use of
5 confidential material.
6

7 (2) The parties do not intend to waive the confidentiality provided by
8 the attorney-client privilege nor the attorney work product doctrine with respect to
9 any communications or information or attorney work product that may exist among
10 the documents identified in Paragraph A. The disclosure of any documents
11 containing attorney-client communications or attorney work product shall be deemed
12 inadvertent, unless counsel for the respective client expressly provides a waiver in
13 writing, and shall not operate as a waiver of the attorney-client privilege or work
14 product protection, and said material and/or information shall not be copied and shall
15 be promptly returned to the appropriate attorney. Any disputes arising under this
16 paragraph, including the designation of a disclosure as inadvertent, shall be resolved
17 under Fed. Rule of Evid. 502.
18
19

20 G. Subject to further order of the Court, any confidential material
21 submitted or presented to or filed with the Court shall be filed in accordance with the
22 provisions of this Court's Electronic Case Filing rules, Section II, paragraph 4. (See
23 attached.)
24
25

H. Use during trial of any confidential material or information covered by this Order shall be determined by the Judge assigned to preside over trial in this case and pretrial matters.

I. At the conclusion of this matter all copies of any confidential materials produced by the plaintiffs shall be returned to the plaintiffs' attorney and all copies of any materials produced by the defendants shall be returned to the attorneys for the defendants.

J. Any disclosure beyond the above limitations shall require a written agreement between the parties or their counsel, or in the event of no agreement, further Order of the Court as described in Paragraph F.

K. Violation of the terms of the Order maybe deemed contempt of court.

DONE IN OPEN COURT this 25th day of October, 2010.

s/ Edward F. Shea

Judge